

**CITY OF NEWTON
PURCHASING DEPARTMENT**

CONTRACT FOR FIRE DEPARTMENT

PROJECT MANUAL:

**SUPPLY & DELIVER TWO (2) FORD EXPLORER XLT
RED 4-WHEEL DRIVE VEHICLES**

INVITATION FOR BID #17-10

Bid Opening Date: September 1, 2016 at 10:00 a.m.

AUGUST 2016

Setti D. Warren, Mayor

CITY OF NEWTON
PURCHASING DEPARTMENT
INVITATION FOR BID #17-10

The City of Newton (City) invites sealed bids in accordance with M.G.L. c.30B from Contractors for:

SUPPLY & DELIVER TWO (2) FORD EXPLORER XLT RED 4-WHEEL DRIVE VEHICLES

Bids will be received until: **10:00 a.m., Thursday September 1, 2016**

at the Purchasing Department, Room 201, Newton City Hall, 1000 Commonwealth Avenue, Newton, MA 02459. Bids will not be accepted nor may submitted bids be corrected, modified or withdrawn after the deadline for bids. Following the deadline for bids, all bids received within the time specified will be publicly opened and read aloud.

Documents relating to this Invitation For Bids will be available on line at www.newtonma.gov/bids or for pickup at Newton City Hall, Room 201, Purchasing Department, 1000 Commonwealth Avenue, Newton Centre, MA 02459 after **10:00 a.m., August 18, 2016**.

There will be no charge for contract documents.

This Invitation For Bids (IFB) is made in accordance with M.G.L. c. 30B, §5. Bid surety is **not** required with this bid.

The City is seeking bids for two (2) Ford Explorer LT Red 4-Wheel Drive Vehicles, including Required Additional Features as set forth in the SPECIFICATION SHEETS set forth at pp. 9-15 below. The Vehicles shall be delivered by the company within approximately **120 business days** following notice of award ("Delivery Date"). **This will be a one-time purchase. The winning contractor will receive a Purchase Order for the Vehicles.**

While the City will accept vehicles finished in the Bidder's standard factory red, its preference is vehicles finished in Color Red, Code Sikkens #3051 ("Sikkens Red") provided that vehicles so finished can be delivered by the Delivery Date or within a reasonable number of days thereafter. Accordingly, this bid is structured with five (5) alternates: (1) delivery in factory red within 120 days of award; (2) delivery in Sikkens Red within 120 days of award; (3) delivery in Sikkens Red within 150 days of award; (4) delivery in Sikkens Red within 180 days of award; and (5) delivery in Sikkens Red within 180 days of award. The City reserves the right to award to the contract to select whatever alternate is in its best interest, but it must award the contract to the lowest bidder for that alternate. A bid will not be deemed responsive unless the bidder provides prices for ALL alternates.

It is Bidder's responsibility to ensure its bid is submitted by the deadline for acceptance. Any bid received after the time for receipt established in this Invitation will be returned unopened. All bids are subject to the provisions of M.G.L. Chapter 30B. Award shall be made to lowest responsive and responsible bidder.

"Equal" - An item equal to that named or described in the specifications of the contract may be furnished by the Vendor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, at time of bid, use or fabrication of such items. Subject to the provisions of M.G.L., Ch. 30, Sec. 39J, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Vendor's expense. All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Vendor.

All bids shall be submitted as one ORIGINAL and one COPY.

All City of Newton bids are available on the City's web site, www.newtonma.gov/bids, Invitations for Bid. It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda's will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, you may fax the Purchasing Department (617) 796-1227 or email purchasing@newtonma.gov with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

The City will reject any and all bids in accordance with all applicable General Laws. In addition, the City reserves the right to waive minor informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

In the event that any person wishes to attend a bid opening or pre-bid meeting, accessible and reasonable accommodations will be provided to persons requiring assistance. If you need a reasonable accommodation, please contact the city of Newton's ADA Coordinator, Jini Fairley, at least two business days in advance of the meeting: jfairley@newtonma.gov or (617) 796-1253. For Telecommunications Relay Service, please dial 711.

CITY OF NEWTON

Maryann LaRosee

Maryann LaRosee
Purchasing Agent
August 18, 2016

CITY OF NEWTON
DEPARTMENT OF PURCHASING
INSTRUCTIONS TO BIDDERS

ARTICLE 1 - BIDDER'S REPRESENTATION

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that the Bidder has read and understands the Bidding Documents, Contract Forms, General Conditions, Conditions of the Contract, General Requirements and Project Specifications (collectively, referred to as the "Contract Documents") and the bid is made in accordance therewith.
- 1.2 Failure to so examine the Contract Documents will not relieve any Bidder from any obligation under the bid as submitted.

ARTICLE 2 - REQUEST FOR INTERPRETATION

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at purchasing@newtonma.gov or via facsimile (617) 796-1227. The City will only answer such requests if received by **Friday, August 26, 2016 12:00 noon**. In the event that the bid opening date is changed, the deadline for informational requests may also change as provided in an addendum issued by the City.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by addendum which will become part of the Contract Documents. The City will not be held accountable for any oral communication.
- 2.4 Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. Receipt of all addenda issued must be acknowledged in the Bid Form. **YOUR FAILURE TO ACKNOWLEDGE ALL ADDENDA MAY RESULT IN YOUR BID BEING REJECTED AS NON-RESPONSIVE.**
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at www.newtonma.gov/bids.
- 2.6 Bidders or proposers contacting ANY CITY EMPLOYEE regarding an Invitation for Bid (IFB) or a Request for Proposal (RFP), outside of the Purchasing Department, once an IFB or RFP has been released, may be disqualified from the procurement process.
- 2.7 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes itself known to the Purchasing Department, at purchasing@newtonma.gov or via facsimile (617) 796-1227, it shall be placed on the bidder's list. Bidders must provide the Purchasing Department with their company's name, street address, city, state, zip, phone, fax, email address and **INVITATION FOR BID #17-10**.

ARTICLE 3 - MBE PARTICIPATION

- 3.1 Notice is hereby given that the Mayor's Affirmative Action Plan for the City of Newton in effect at the time of this solicitation is applicable to all construction contracts in excess of \$10,000.00.
- 3.2 Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan and the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program in effect at the time of this solicitation are applicable to all City contracts for goods and services in excess of \$50,000.00.
- 3.3 Copies of the Plans and Program referred to in Sections 3.1 and 3.2 are available at: www.newtonma.gov/purchasing.

ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

- 4.1 Bids shall be submitted on the "Bid Form 17-10," attached.
- 4.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 4.3 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 4.4 The Bid shall be enclosed in a sealed envelope with the following plainly marked on the outside:
- * GENERAL BID FOR: **#17-10**
 - * NAME OF PROJECT: **Supply and Deliver Two (2) Ford Explorer XLT Red 4-Wheel Drive Vehicles**
 - * BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER
- 4.5 Date and time for receipt of bids is set forth in the IFB.
- 4.6 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder. In the event that Newton City Hall is closed on the date or at the time that bids are due, the date and time for receipt of bids shall be on the next business day following that the Newton City Hall and the Purchasing Department are open.
- 4.7 Bids shall be submitted with one **original** and one **copy**.
- 4.8 Be advised that a new Massachusetts law has been enacted that required all employees who work on Massachusetts public works construction sites must have no less than 10 hours of OSHA-approved safety and health training. See Chapter 306 of the Acts of 2004, which became effective July 1, 2006.
1. This requirement will apply to any general bid or sub bid submitted.
 2. This law directs the Massachusetts Attorney General to restrain the award of construction contracts to any contractor who is in violation to this requirement and to restrain the performance of these contracts by non-complying contractors.
 3. The contractor and all subcontractors on this project will be required to provide certification of compliance with this requirement. Non-compliance with this law will disqualify you from bidding on public contracts.

ARTICLE 5 - ALTERNATES

- 5.1 Each Bidder shall acknowledge alternates (if any) in Section C on the Bid Form.
- 5.2 In the event an alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change", or "N/C" or "0" in the space provided for that alternate.
- 5.3 Bidders shall enter on the Bid Form a single amount for each alternate which shall consist of the amount for work performed by the Contractor.
- 5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

ARTICLE 6 - WITHDRAWAL OF BIDS

- 6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or electronic request. Electronic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.
- 6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- 6.3 No bids may be withdrawn within sixty (60) days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

ARTICLE 7 - CONTRACT AWARD

The City is soliciting a five (5) alternate prices¹ for the Vehicles described at pp. 9-15 of this IFB. It is the City's intent to award one (1) contract to the responsive and responsive bidder offering the lowest price for the alternate selected by the City. A contract will be awarded within sixty (60) days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.

- 7.1 The City reserves the right to waive minor informalities in or to reject any or all Bids if it be in the public interest to do so.
- 7.2 The City reserves the right to reject any bidder who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the bidder has a pending abatement application or has entered into a payment agreement with the collector-treasurer.
- 7.3 As used herein, the term "lowest responsive and responsible Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who has met all the requirements of the invitation for bids; (3) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (4) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.
- 7.4 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a contract in the form included in the Contract Documents in such number of counterparts as the City may require.
- 7.5 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process chosen by the City such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

ARTICLE 8 - TAXES

- 8.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
- 8.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City's exemption Number is E-046-001-404.

ARTICLE 9 – PROPRIETARY SPECIFICATIONS

- 9.1 The City may have used a proprietary specification to describe the supply for which is soliciting bids. Such specifications are permitted under M.G.L. c. 30B, §14, provided that the Chief Procurement Officer has prepared a written statement that no other manner of description suffices and the justification therefor.
- 9.2 The required determination and justification have been duly prepared, and a copy may be requested in accordance with the Massachusetts Public Records Law, M.G.L. c. 66, §10.

¹ Alternates are options for which the bidders must submit separate prices that the awarding authority may choose to include in a bid package. The awarding authority reserves the right to select or reject any alternate based on the prices received.

ARTICLE 10 – ENVIRONMENTALLY PREFERABLE PRODUCTS

- 10.1 The City encourages environmentally preferable products, i.e., products or services that have less negative or more positive effects on human health and the environment when compared with competing products or services that serve the same purpose. The city encourages bidders to describe, in the space provided on the Bid Form, the environmental attributes of its goods or services throughout the entire life-cycle, including manufacture, use and disposition. This information may include multiple environmental considerations such as natural resource use, recycled content, energy and water efficiency, greenhouse gas emissions, impact on climate change, packaging, hazardous material use, and health and safety impacts on workers, consumers and the community. If you do not currently assess such attributes, please indicate that. However you respond, the City will not take your information into account in evaluating bid proposals.
- 10.2 Bidders are encouraged also to provide information related to steps they take internally to (a) identify any positive or negative environmental attributes of products or services they offer, as specified above, and (b) insure that those attributes are being addressed as part of operations.

END OF SECTION

CITY OF NEWTON

DEPARTMENT OF PURCHASING

BID FORM #17-10

- A. The undersigned proposes to supply and deliver the Utility Vehicle specified below in full accordance with the Contract Documents and Project Manual supplied by the City of Newton entitled:

SUPPLY & DELIVER TWO (2) FORD EXPLORER XLT RED 4-WHEEL DRIVE VEHICLES

for the contract price(s) specified below, subject to additions and deduction according to the terms of the specifications.

- B. This bid includes addenda number(s) _____, _____, _____, _____,

- C. The Bidder proposes to supply and deliver the following according to the Specifications below (pp. 9-15) at the following price, FOB delivered to Newton, MA:

SUPPLY & DELIVER TWO (2) FORD EXPLORER XLT RED 4-WHEEL DRIVE VEHICLES

- (1) **Alternate 1: Delivery in factory red within 120 days of award:**

TOTAL PRICE \$_____

and (Price In Words) _____

- (2) **Alternate 2: Delivery in Sikkens Red within 120 days of award:**

TOTAL PRICE \$_____

and (Price In Words) _____

- (3) **Alternate 3: Delivery in Sikkens Red within 150 days of award:**

TOTAL PRICE \$_____

and (Price In Words) _____

- (4) **Alternate 4: Delivery in Sikkens Red within 180 days of award:**

TOTAL PRICE \$_____

and (Price In Words) _____

- (5) **Alternate 5: Delivery in Sikkens Red within 210 days of award:**

TOTAL PRICE \$_____

and (Price In Words) _____

The City reserves the right to award to the contract to select whatever alternate is in its best interest, but it must award the contract to the lowest bidder for that alternate. A bid will not be deemed responsive unless the bidder provides prices for ALL alternates.

COMPANY: _____

State Delivery Time (number of calendar days after receipt of order): _____

D. The undersigned has completed and submits herewith the following documents:

- ☐ Signed Bid Form, 3 pages
- ☐ Bidder's Qualification s and References Form, 2 pages
- ☐ Certificate of Non-Collusion, 1 page
- ☐ Debarment Letter, 1 page
- ☐ IRS Form W-9, 1 page
- ☐ Certification of Tax Compliance, 1 page

E. Prompt Payment Discounts. Bidders are encouraged to offer discounts in exchange for an expedited payment. Payments may be issued earlier than the general goal of within 30 days of receipt of the invoice only when in exchange for discounted prices. Discounts will not be considered in determining the lowest responsible bidder.

Prompt Payment Discount _____% _____Days
Prompt Payment Discount _____% _____Days
Prompt Payment Discount _____% _____Days

F. The undersigned agrees that, if selected as contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City of Newton, execute a contract in accordance with the terms of this bid. The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that s/he will comply fully with all laws and regulations applicable to awards made subject to M.G.L. Chapter 30B. The successful bidder will be required to furnish a Performance Bond each in the amount of 100% of the contract total.

The undersigned further certifies under the penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the Commonwealth under the provisions of M.G.L. Chapter 29, Section 29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

G. Environmentally preferable products information (which is requested but which will not be considered in awarding a contract):

Description of environmental attributes of Bidder's goods or services:

Steps taken to (a) identify any positive or negative environmental attributes of products or services and (b) insure that those attributes are being addressed as part of operations:

Date _____

(Name of Bidder)

BY: _____

(Printed Name and Title of Signatory)

(Business Address)

(City, State Zip)

(Telephone & FAX)

(E-mail address)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

END OF SECTION

CITY OF NEWTON

FIRE DEPARTMENT

PURCHASE OF TWO (2) FORD EXPLORER XLT RED 4-WHEEL DRIVE VEHICLES

REQUIRED EQUIPMENT

Model Profile

Check List

_____	2016 or Later Ford Explorer XLT Red 4-Wheel Drive
_____	Cold Weather Package
_____	Equipment Group REF 201.A
_____	3.5L V6 EcoBoost Engine
_____	Code-3 Siren Speaker Behind Grille
_____	Code-3 Light on Hatch
_____	Front Weather Tech Floor Mats
_____	Vent Shades Front and Rear
_____	Gold Leaf Pin Stripe with Real Gold
_____	Preference Paint Ford Red
_____	Automatic Start

ADDITIONAL REQUIRED EQUIPMENT

CHECKLIST

CODE

DESCRIPTION

.65W

Cold Weather Package – inc: Heated Front Seats, Heated Steering Wheel, Forward Sensing System

RADIO

Premium Audio System – inc: 9 speakers and SiriusXM satellite radio, including 6 month prepaid subscription, Note: a 6-month prepaid subscription, Service is not available in Alaska and Hawaii, Note: Subscriptions to all SiriusXM services are sold by SiriusXM after trial period, if you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates, Fees and taxes apply, To cancel you must call SiriusXM at 1-866-635-2349, See SiriusXM Customer Agreement for complete terms at www.siriusxm.com, All fees and programming subject to change, SiriusXM and all related marks and logos are trademarks of Sirius XM Radio Inc. SYNC 3, enhanced voice recognition communications and entertainment system, 8” LCD capacitive touchscreen in center stack w/swipe capability, pinch-to-zoom capability included when equipped w/available voice-activated touchscreen navigation system, AppLink, 911 Assist, 2 smart-charging multimedia USB ports (1 replaces the front center floor console powerpoint port), Note: SYNC AppLink lets you control some of your favorite compatible mobile apps w/your voice, It is compatible w/select smartphone platforms, Commands may vary by phone and AppLink software.

TIRES

Tires: P245/60R18 AS BSW Low Rolling Resistance

OPTION PACKAGE

201A

Equipment Group 201A – inc: Hands Free Foot-Activated Liftgate, Driver Connect Package, Auto-Dimming Rearview Mirror, Radio; Premium Audio System, 9 speakers and SiriusXM satellite radio, including 6 month prepaid subscription, Note: a 6-month prepaid subscription, Service is not available in Alaska and Hawaii, Note: Subscriptions to all SiriusXM services are sold by SiriusXM after trial period, if you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates, Fees and taxes apply, To cancel you must call SiriusXM at 1-866-635-2349, See SiriusXM Customer Agreement for complete terms at www.siriusxm.com, All fees and programming subject to change, SiriusXM and all related marks and logos are trademarks of Sirius XM Radio Inc. SYNC 3, enhanced voice recognition communications and entertainment system, 8” LCD capacitive touchscreen in center stack w/swipe capability, pinch-to-zoom capability included when equipped w/available voice-activated touchscreen navigation system, AppLink, 911 Assist, 2 smart-charging multimedia USB ports (1 replaces the front center floor console powerpoint port), Note: SYNC AppLink lets you control some of your favorite compatible mobile apps w/your voice, It is compatible w/select smartphone platforms, Commands may vary by phone and AppLink software. 2 Driver Configurable 4.2” Color LCD Displays, Dual-Zone Electronic Automatic Temperature Ctrl, Remote Start

TRANSMISSION

446 Transmission; 6-Speed SelectShift Automatic (446)

WHEELS

64C Wheels; 18" 5-Spoke Painted Aluminum (STD)

SEAT TYPE

8W Unique Cloth Bucket Seats –inc: 10-way power driver's seat w/power lumbar and recline w/201A-inc; 10-way power front-passenger seat with power lumbar and recline and 4-way adjustable driver and front-passenger head restraints (2-way up/down when dual-headrest DVD entertainment system (50S) is ordered) w/200A-inc; 6-way power passenger seat with manual recline and 4-way adjustable driver and front-passenger head restraints (2-way up/down when dual-headrest DVD entertainment system (50S) is ordered)

ENGINE

99H Engine: 3.5L V-6 EcoBoost – inc; Tires: P245/60R18 AS BSW Low Rolling Resistance

STANDARD EQUIPMENT

Mechanical

Engine: 3.5L V6 EcoBoost
Transmission: 6-Speed SelectShift Automatic (STD)
3.65 Axle Ratio
Electronic Transfer Case
Automatic Full-Time Four-Wheel Drive
72-Amp/Hr 650CCA Maintenance-Free Battery w/Run Down Protection
200 Amp Alternator
Towing w/Trailer Sway Control
GVWR; 6,160 lbs.
Gas-Pressurized Shock Absorbers
Front And Rear Anti-Roll Bars
Electric Power-Assist Speed-Sensing Steering
18.6 Gal. Fuel Tank
Quasi-Dual Stainless Steel Exhaust w/Chrome Tailpipe Finisher
Auto Locking Hubs
Strut Front Suspension w/Coil Springs
Multi-Link Rear Suspension w/Coil Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Descent Control and Hill Hold Control

Exterior

Wheels; 18" 5-Spoke Painted Aluminum (STD)
Tires: P245/60R18 AS BSW
Steel Spare Wheel
Compact Spare Tire Mounted Inside Under Cargo
Clearcoat Paint/ALSO LIST COLOR CODE FOR RED PAINT
Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent and Metal-Look Bumper Insert
Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent and Metal-Look Bumper Insert
Black Side Windows Trim and Black Front Windshield Trim
Chrome Bodyside Insert, Black Bodyside Cladding and Black Wheel Well Trim
Body-Colored Door Handles
Power Heated Side Mirrors w/convex Spotter, Manual Folding and Turn Signal Indicator

Exterior (cont'd)

Fixed Rear Window w/Fixed Interval Wiper, Heated Wiper Park and Defroster
Deep Tinted Glass

Speed Sensitive Variable Intermittent Wipers
Front Windshield –inc; Sun Visor Strip
Galvanized Steel/Aluminum Panels
Lip Spoiler
Metal-Look Grille
Liftgate Rear Cargo Access
Tailgate/Rear Door Lock included w/Power Door Locks
Fully Automatic Aero-Composite Led Low Beam Daytime Running Headlamps w/Delay-Off
LED Brake lights
Front Fog Lamps
Perimeter/Approach Lights

Entertainment

Radio w/Seek-Scan, Clock, Speed Compensated Volume Control and Steering Wheel Controls

Radio: AM/FM Stereo w/Single-CD/MP3 Capable Inc; 6 speakers and SiriusXM radio, Note; SiriusXM includes a 6-month prepaid subscription, Service is not available in Alaska and Hawaii, Note; Subscriptions to all SiriusXM Services are sold by SiriusXM after trial period, If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates, Fees and taxes apply, To cancel you must call SiriusXM at 1-866-635-2349, See SiriusXM Customer Agreement for complete terms at www.siriusxm.com, All fees and programming subject to change, Sirius, XM and all related marks and logos are trademarks of Sirius XM Radio Inc.

Wireless Streaming

Integrated Roof Antenna

SYNC –inc; enhanced voice recognition communications and entertainment system, 911 Assist, 4.2” LCD screen in center stack, AppLink and 1 smart-charging multimedia USB port in the Media Hub, Note: SYNC AppLink lets you control some of your favorite compatible mobile apps w/your voice, It is compatible w/select smartphone platforms, Commands may vary by hphen and AppLink software.

Bluetooth Wireless Phone Connectivity

Interior

60-40 Folding Split-Bench Front Facing Manual Reclining Tumble Forward Premium Cloth Rear Seat

Manual Tilt/Telescoping Steering Column

Gauges –inc; Speedometer, Odometer, Engine Coolant Temp, Tachometer, Trip Odometer and Trip Computer

Power Rear Windows and Fixed 3rd Row Windows

7 Person Seating Capacity

Interior (cont'd)

Fixed 50-50 Split-Bench Premium Cloth 3rd Row Seat Front, Manual Fold Into Floor and 2 Fixed Head Restraints

Leather/Metal-Look Steering Wheel

Front Cup holder
Rear Cup holder
Compass
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
Keypad
Proximity Key For Doors And Push Button Start
Valet Function
Cruise Control w/Steering Wheel Controls
Manual Air Conditioning
Rear HVAC w/Separate Controls
HVAC inc; Underseat Ducts, Auxiliary Rear Heater and Headliner/Pillar Ducts
Illuminated Locking Glove Box
Driver Foot Rest
Interior Trim –inc; Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert, Metal-Look Console Insert and Metal-Look Interior Accents
Full Cloth Headliner
Cloth Door Trim Insert
Leather/Chrome Gear Shift Knob
Unique Cloth Bucket Seats –inc; 10-way power driver’s seat w/power lumbar and recline, 6-way power passenger seat w/manual recline and 4-way adjustable driver and front-passenger head restraints (2-way up/down when dual-headrest DVD entertainment system (50S is ordered)
Day-Night Rearview Mirror
Driver And Passenger Visor Vanity Mirror w/Driver And Passenger Illumination
Full Floor Console w/Covered Storage, Full Overhead Console w/Storage and 4 12V DC Power Outlets
Front And Rear Map Lights
Fade-To-Off Interior Lighting
Full Carpet Floor Covering inc; Carpet Front And Rear Floor Mats
Carpet Floor Trim
Black Roof Rack Side Rails
Cargo Space Lights
Driver / Passenger And Rear Door Bins
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Systems Monitor
Trip Computer
Outside Temp Gauge
Analog display
Fixed Rear Head Restraints

Interior (cont’d)

Front Center Armrest
 2 Seatback Storage Pockets
 Seats w/Premium Cloth Back Material
 Securlock Anti-Theft Ignition (pats) Engine Immobilizer
 Perimeter Alarm
 4 12V DC Power Outlets
 Air Filtration

Safety Mechanical	Advancetrac w/Roll Stability Control Electronic Stability Control ESC) And Roll Stability Control (RSC) Terrain Management System ABS And Driveline Traction Control
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Safety-Exterior	Side Impact Beams
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Safety-Interior	Dual Stage Drive And Passenger Seat-Mounted Side Airbags 911 Assist Emergency S.O.S. Rear Parking Sensors Tire Specific Low Tire Pressure Warning Dual Stage Drive And Passenger Front Airbags Safety Canopy System Curtain 1 st , 2 nd , And 3 rd Row Airbags Airbag Occupancy Sensor Passenger Knee Airbag Mykey System –inc; Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute Rear Child Safety Locks Outboard Front Lap And Shoulder Safety Belts –inc; Rear Center 3 Point, Height Adjusters and Pretensioners Back-Up Camera w/Washer
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Warranty	Basic Years:	3
	Basic Miles/km:	36,000
	Drivetrain Years:	5
	Drivetrain Miles/km:	60,000
	Corrosion Years:	5
	Corrosion Miles/km:	Unlimited
	Roadside Assistance Years:	5
	Roadside Assistance Miles/km:	60,000

END OF SECTION

CITY OF NEWTON

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: _____
2. WHEN ORGANIZED: _____
3. INCORPORATED? _____ YES _____ NO DATE AND STATE OF INCORPORATION: _____
4. IS YOUR BUSINESS A **MBE**? _____ YES _____ NO **WBE**? _____ YES _____ NO or **MWBE**? _____ YES _____ NO
- * 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

- * 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
_____ YES _____ NO
IF YES, WHERE AND WHY?

- * 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? _____ YES _____ NO
IF YES, PROVIDE DETAILS.

- * 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

- * 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

(Signature of individual)

Name of Business

City of Newton



Mayor
Setti D. Warren

Purchasing Department
Nicholas Read & Chief Procurement Officer
1000 Commonwealth Avenue
Newton Centre, MA 02459-1449
purchasing@newtonma.gov

Telephone
(617) 796-1220
Fax:
(617) 796-1227
TDD/TTY
(617) 796-1089

Date

Vendor

Re: Debarment Letter for Invitation For Bid #17-10

As a potential vendor on the above contract, the City requires that you provide a debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Debarment:

Federal Executive Order (E.O.) 12549 “Debarment and Suspension“ requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

I hereby certify under pains and penalties of perjury that neither I nor any principal(s) of the Company identified below is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

____ (Name)
____ (Company)
____ (Address)
____ (Address)
PHONE _____ FAX _____
EMAIL _____

____ Signature

____ Date

If you have questions, please contact Nicholas Read, Chief Procurement Officer at (617) 796-1220.

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ -----
☐ Other (see instructions) ▶

X Exempt
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

or

Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

Name

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CITY OF NEWTON, MASSACHUSETTS

PURCHASING DEPARTMENT

GENERAL TERMS AND CONDITIONS

1. The right is reserved to reject any and all bids, to waive minor informalities, and to make award as may be determined to be in the best interest of the City of Newton.
2. Prices quoted must include delivery to the City , as specified on the Work Order.
3. No charges will be allowed for packing, crating, freight, Express or cartage unless specifically stated and included in the bid.
4. The award to the successful bidder may be canceled if successful bidder shall fail to prosecute the work with promptness and diligence.
5. Time in connection with discount offered will be computed from the date of delivery to the City, as specified on Work Order, or from date correct invoice is received by the City, if the latter date is later than the date of delivery.
6. The successful bidder shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Seller.
7. The Contractor shall indemnify and save harmless the City and all persons acting for on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, will at its expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment or apparatus, and refund the sums paid therefor.
8. The successful bidder shall comply with all applicable Federal State and Local laws and regulations.
9. Purchases made by the City are exempt from Federal excise taxes and bid prices must exclude any such taxes. Tax exemption certificates will be furnished upon request.
10. If so stated in the Invitation For Bid the successful bidder will be required to furnish a performance and/or a labor and material payment bond, in an amount, in a form and with a surety satisfactory to the City. The bidder shall be responsible for the cost of the bond(s).
11. If the Invitation for Bids requires bid surety, this surety shall be in the form of a cash, bid bond, cashier's check, treasurer's check, or certified check on a responsible bank, payable to the City of Newton, and must be filed with the original bid in the Office of the Purchasing Agent. Failure to do so will lead to rejection of bid. The bid surety will be returned to the successful bidder within seven (7) days execution of awarded, and approval by the City of performance and/or payment bond(s). The bid surety covers the City for damages when a bidder withdraws its bid after the bid submission date. Be advised that to the extent permitted by the law, the City will retain all bid deposits for withdrawn bids.
12. Verbal orders are not binding on the City and deliveries made or work done without formal Work Order or Contract are at the risk of the Contractor and may result in an unenforceable claim.
13. The Contractor shall agree to indemnify, defend and hold the City harmless from any and all claims arising out of the performance of this contract.

14. "Equal" - An item equal to that named or described in the specifications of the contract may be furnished by the Contractor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, prior to purchase, use or fabrication of such items. Subject to the provisions of M.G.L., Ch. 30, Sec. 39J, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Contractor's expense. All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Contractor.

For the use of material other than the one specified, the Contractor shall assume the cost of and responsibility for satisfactorily accomplishing all changes in the work as shown. If no manufacturer is named, the Contractor shall submit the product he intends to use for approval of the City.

Except as otherwise provided for by the provisions of M.G.L., Ch. 30, Sec. 39J, the Contractor shall not have any right of appeal from the decision of the City condemning any materials furnished if the Contractor fails to obtain the approval for substitution under this clause. If any substitution is more costly, the Contractor shall pay for such costs."

15. Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan dated December 1999 is applicable to all City of Newton contracts for materials and supplies. A copy of this plan may be obtained from the Purchasing Department.
16. Right To Know:

Any Contractor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L., Ch. 111F, SS8, 9 and 10 and the regulations contained in 441 CMR SS 21.06 when deliveries are made. The Contractor agrees to deliver all containers properly labeled pursuant to M.G.L. Ch. 111F, SS 7 and the regulations contained in 441 CMR SS 21.05. Failure to submit an MSDS and/or label on each container will place the Contractor in noncompliance with the work order. Failure to furnish MSDSs and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the Contractor from selling said substances or mixtures containing said substances within the Commonwealth. All Contractors furnishing substances or mixtures subject to Chapter 111F of the M.G.L. are cautioned to obtain and read the law and rules and regulations referred to above. Copies can be obtained from the State House Book Store, Secretary of State, State House, Room 117, Boston, MA 02133, (617-727-2834) for \$2.00 plus \$.65 postage.

17. **INSURANCE REQUIREMENTS**

The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.

WORKER'S COMPENSATION

Worker's Compensation: Per M.G.L. c.149, §34 and c. 152 as amended.

COMMERCIAL GENERAL LIABILITY

Personal Injury	\$500,000 each occurrence \$1,000,000 aggregate
Property Damage	\$500,000 each occurrence \$1,000,000 aggregate

VEHICLE LIABILITY

Personal Injury	\$500,000 each person \$1,000,000 aggregate
Property Damage	\$300,000 each occurrence \$500,000 aggregate

The City shall be named as additional insureds on the Contractor's Liability Policies.

The Contractor shall not commence the work until proof of compliance with this has been furnished to the City by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that the contractual liability coverage is in force. The Contractor shall file the original and one certified copy of all policies with the City within ten (10) days after contract award. If the City is damaged by the Contractor's failure to maintain such insurance and to so notify the City, then the Contractor shall be responsible for all reasonable costs attributable thereto.

Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and City at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

**FAILURE TO COMPLY WITH THESE TERMS AND CONDITIONS COULD
RESULT IN THE CANCELLATION OF YOUR CONTRACT.**

CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A and requirements of the City, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual (Mandatory)

*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

Print Name: _____

Date: _____

OR

Company Name
(Corporation, Partnership, LLC, etc.)

By: _____
**Corporate Officer (Mandatory)

Print Name: _____

Date: _____

* The provision in this Certification relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.

*** Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.